

MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF ALASKA

AND

THE DEPARTMENT OF THE ARMY

This AGREEMENT is made and entered into this 3rd day of September 1966 between the State of Alaska, hereinafter referred to as the "State" and the Alaska District, Corps of Engineers, and the 6th Infantry Division (Light) hereinafter collectively referred to as the "Army".

WHEREAS, training programs of the Army essential to maintenance of technical proficiency may necessitate the use of State-owned lands and waters that contain terrain or other natural features not found on existing Army reservations, and;

WHEREAS, the State desires to support the Army training mission by making available to the Army certain State-owned lands and waters particularly suited for training purposes.

NW THEREFORE, in consideration of the mutual promises herein set forth, the State and the Army agree as follows:

THE STATE WILL:

1. Authorize without written permit those Army training activities that would for the general public be covered by section 1.3, chapter 5122, Natural Resources Policy and Procedure Manual, "Centrally Permitted Uses". Activities conducted under this authority will involve no more than 50 service members. will be no longer than 14 days in duration and will have no significant impact on the environment and resource values.

2. Consider written applications from the Army for activities that are larger in scope or otherwise not covered by paragraph 1 above. The Division of Land and Water Management will serve as a single point of contact to coordinate with separate State agencies to secure all necessary State approvals and permits. The permit ultimately issued will contain stipulations to cover all aspects of State concerns. Permits will be issued within 45 days of receipt of request unless there is a statutory notification period or unless the request is for a major or unusually complex exercise, in which case the request

It will be processed as expeditiously as possible. If the permit is to be denied, written determination of reasons for denial will be provided.

THE ARMY WILL:

1. Pot activities believed to be covered by "Generally Permitted Uses" authority, make verbal contact with the Department of Natural Resources representative having jurisdiction over the area of primary Army activity to determine the applicability of the authority and to apprise the State of proposed activity on State lands and waters.

2. For proposed activities not covered above, the Army will submit a written permit request to the Division of Land and Water Management not later than 60 days prior to the date of the proposed activity. Such written request will include the following:

a. A detailed description of the proposed exercise including dates, number of personnel and equipment, type of equipment and proposed use, aircraft to be used, access routes, bivouac areas, waste disposal procedures, fuel dispensing sites, and proposed use of blank or live ammunition or weapons simulators or other pyrotechnic devices.

b. Two copies of U.S.G.S. maps or other drawings that enable a concise definition of the area requested for use.

* c. An approved Environmental Assessment, Finding of No Significant Impact or Record of Environmental Consideration.

d. The name and telephone number of the Army representative to contact for further information.

3. For activities requiring a written permit from the State:

a. Provide transportation, for pre- and post-exercise inspections of the permitted area to assure that State interests are considered and protected.

b. Conduct public hearings in localities where a State permit is requested to authorize a training activity that is controversial in nature or has a substantial probability of causing adverse environmental impact and damage to State resources.

4. For all Army activities on State lands and waters:

a. Comply with all Federal, State and local laws, rules, and regulations applicable to the areas being used and comply with all special stipulations of permits, issued under authority of this agreement.

b. Organize and schedule -crafting activities to minimize damage to State resources and conflict with other public uses.

c. Restore all damaged areas as closely as possible to original condition or to the satisfaction of the State representative having jurisdiction over the area.

THE PARTIES HERETO MUTUALLY AGREE:-

1. Claims for damages by either party will be pursued under applicable Federal laws and regulations.

2. This agreement shall continue in effect until terminated by either party by giving 30 days written notice to the other, or by mutual agreement of the parties at any time.

3. In the event of a dispute regarding applicability of any provision herein, the judgment of the State shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date shown.

May 5, 1986

date

Escher C. Wunnicke
Escher C. Wunnicke
Commissioner
State of Alaska
Department of Natural Resources

September 1986

date

Gerald H. Bechke
Major General Gerald H. Bechke
Commanding General
6th Infantry Division (Light)

15 July 1986

date

Wilbur T. Gregory
Colonel Wilbur T. Gregory, Jr.
Commander
U.S. Army Engineer District, Alaska